



**REMEDIAL ACTION
NOTICE OF COMPLETION REPORT**

***OPERABLE UNIT ONE
VASQUEZ BOULEVARD/INTERSTATE 70
SUPERFUND SITE
DENVER, COLORADO***

June 20, 2006

Prepared for:

United States Environmental Protection Agency, Region VIII
999 18th Street, Suite 500
Denver, Colorado 80202

&

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive, South
Denver, Colorado 80222

Prepared by:

ASARCO LLC
495 East 51st Avenue
Denver, CO 80216

1.0 Introduction

This Remedial Action Report describes remediation activities performed by Asarco LLC at Operable Unit One of the Vasquez Boulevard Interstate 70 Superfund Site in Denver, Colorado. The remediation activities were performed during the period from May 1, 2005 to May 23, 2006 in accordance with the following:

- 1 Consent Decree, United States of America and State of Colorado versus ASARCO Incorporated, Civil Action No. 04-RB-2070 (CBS)
- 2 Record of Decision, Vasquez Boulevard/Interstate 70 Superfund Site Operable Unit 1 Residential Soils, Denver, Colorado, September 25, 2003
- 3 Remedial Design Work Plan For Soil Sampling and Remediation Program Vasquez Boulevard/Interstate 70 Superfund Site Operable Unit 1 Denver, Colorado, July 2004

2.0 Background Information

2.1 Site History

2.1.1 Operable Unit 1 Residential Soils

The VB/I70 site covers an area of approximately four square miles in north-central Denver, Colorado. The residential soils discussed in this report are known as the Off-Facility Soils Operable Unit 1 portion of the site. There are approximately 4,000 residential properties within the site boundaries. The soil at each residential property was tested for lead and arsenic. Those properties with lead and/or arsenic soil concentrations greater than 400 ppm and/or 70 ppm respectively were eligible for soil cleanup. It was estimated that 850 properties would require soil cleanup.

2.1.2 Asarco Consent Decree

In Consent Decree, United States of America and State of Colorado versus ASARCO Incorporated, Civil Action No. 04-RB-2070 (CBS), Asarco committed to the following Remedial Action:

- a) During calendar year 2005, Asarco shall implement the EPA approved Remedial Action Work Plan at one hundred (100) residential properties within the site.

- b) If any of the one hundred (100) properties can not be remediated in 2005 because funds budgeted pursuant to Paragraph 33 of the Consent Decree are insufficient, then Asarco shall complete the remainder of the cleanups in calendar year 2006 subject to an analysis of ability to pay.
- c) Soils that Asarco removes from the Site pursuant to this Consent Decree shall be placed on the Globe Plant in accordance with the Remedial Action Work Plan and maintained in perpetuity pursuant to the Operation and Maintenance Plan developed pursuant to the Globe Plant Consent Decree, State of Colorado v. Asarco Inc., (D, Colorado) CIV. N. 83-C-2383.

In the VB I-70 Consent Decree, Asarco also committed to the following Access and Institutional Controls:

- d) Provide the United States, the State, and their representatives access to the Globe Site.
- e) Refrain from using the Globe Plant in any manner that would interfere with or adversely affect implementation, integrity, or protectiveness of the remedial measures to be performed pursuant the Consent Decree.
- f) Execute and record in the Clerk and Recorder's Office of Denver County, State of Colorado, the Environmental Covenant as required by C.R.S. 25-15-317 to 327, running with the land and provide a certified copy of the original recorded covenant showing the clerk's recording stamps.

3.0 Project Objectives and Requirements

The objective of this project was to implement soil removal and replacement actions required by the USEPA's Record of Decision for lead and arsenic contaminated soils in 100 residential properties within the VB/I70 Site. The work performed was conducted under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

4.0 Project Description

This section describes the work activities that were performed during the remediation:

- Remedial Actions in 2005
- Remedial Actions in 2006
- Access and Institutional Controls
- Operations and Maintenance

4.1 Remedial Actions in 2005

In Consent Decree No. CV02-2079-PHX-RCB, United States of America v. Asarco, Inc. and Southern Peru Holdings Corporation, January 2003, Asarco agreed to the creation of an Environmental Trust that was established for the sole purpose of funding Environmental Response Costs. Asarco petitioned the United States for funding from this Trust Fund for work at the VB I-70 Site and in the 2005 the United States approved \$800,000 for the VB I-70 Site (see Attachment A). Any costs incurred above and beyond the \$800,000 Trust Fund were to be paid by Asarco.

Asarco contracted with Environmental Restoration LLC for the soil removal and replacement work and with Lloyd LaKamp (LCS Handyman) for sprinkler system work. Equipment and materials were mobilized to the site and work began on March 28, 2005.

On August 9, 2005, Asarco filed a voluntary petition for Chapter 11 reorganization in the United States Bankruptcy Court in Corpus Christi, Texas and Asarco reserves all rights related to this bankruptcy filing.

Work on the VB I-70 Site continued after the bankruptcy filing, utilizing the money budgeted from the Environmental Trust Fund (see Attachment B). A total of seventy (70) properties were completed before the budget was exhausted in November 2005. A listing of the seventy properties remediated is attached (see Attachment C).

The Army Corps Of Engineers conducted inspections of the work at the site for EPA, using the same requirements established for the EPA funded portion of the work.

4.2 Remedial Actions in 2006

Asarco again petitioned the United States for funding from the Trust Fund for work at the VB I-70 Site in 2006, to complete the remaining thirty (30) properties. The United States approved \$300,000 for the VB I-70 Site in 2006 (see Attachment D), but elected to self perform the

remedial work. These funds were transferred from the Trust Fund to an EPA special account, established for the VB I-70 site.

4.3 Access and Institutional Controls

Asarco has provided the United States, the State and their designated representatives access to the Globe site, and will continue to maintain access through December 31, 2006, as agreed in the Consent Decree.

Asarco has executed and recorded in the Clerk and Recorder's Office of Denver County, State of Colorado, the Environmental Covenant as required by C.R.S. 25-15-317 to 327, running with the land and has provide a certified copy of the original recorded covenant showing the clerk's recording stamps (see Attachment E).

4.4 Operation and Maintenance

In February 1994, pursuant to the Consent Decree *State of Colorado v. Asarco Inc.*, (D, Colorado) CIV. N. 83-C-2383; Asarco developed, and the State approved, a design report as a part of the Globe Plant Operable Unit that provided plans for the excavation and placement of soils on the Globe Plant Site. The report included (among other things) soil quality, post remediation topography, drainage patterns, estimates of volume, and calculations for drainage sizing, and drainage design. In addition it provided preliminary specifications of seed mix to be used including pounds-per-acre of each species; preliminary sampling methodology to determine soil amendment requirements and nutrient levels to be achieved; preliminary fugitive dust monitoring and control plans; and preliminary plans for establishing vegetative cover.

Soils that have been removed from the VB I-70 Site and placed on the Globe Plant Site will have Operation and Maintenance conducted by Asarco pursuant to this plan.

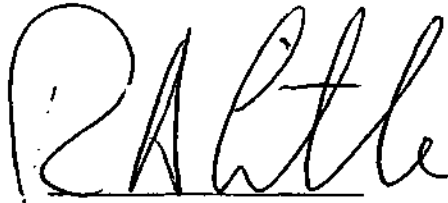
5.0 Certificate of Completion

5.1 Completion of the Remedial Action

Asarco scheduled and conducted a pre-certification inspection on May 23, 2006. It was attended by Victor Ketellapper (EPA's VB I-70 Project Manager) and by Barbara O'Grady (CDPHE's VB I-70 Project Manager).

5.2 Statement of Completion

"To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

A handwritten signature in black ink, appearing to read "RALtle", written over a horizontal line.

Robert A. Little

ASARCO LLC

Project Coordinator

Attachment A
2005 DOJ & EPA Environmental Trust Report & Budget
Proposal VB I-70

ASARCO ENVIRONMENTAL TRUST

2005 ANNUAL BUDGET

Submitted March 25, 2005

To: Daniel Silver, Trustee



U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone (202) 514-3644
Facsimile (202) 514-4180

90-11-3-128/5

March 25, 2005

SENT VIA FEDERAL EXPRESS

Mr. Daniel Silver
Trustee
Asarco Environmental Trust
606 Columbia St. NW
Suite 212
Olympia, WA 98501
(360) 754-9343

RE: Submission of Annual Budget for Calendar Year 2004

Dear Mr. Silver:

As provided in Paragraph 22 of the Consent Decree (CV 02-2079-PHX-RCB), the United States hereby submits the attached spreadsheet and statements of work which, together, constitute the Annual Budget for 2005.

We have enclosed as Attachment 1, a spreadsheet listing all sites that are to receive funding from the Trust and the amounts to be allocated to each site. The third column entitled "2005 Site Budget" identifies the total budget allocated to each site.

Also included within Attachment 1 is a column entitled "Expected Level of Corporate Funding Applied to Federal Liability Limitations." The costs reflected in this column are expected to be paid from ASARCO's general corporate funds, not the Trust. The estimated expenses reflected in that column are not controlled by the Trust agreement. Moreover, these entries in and of themselves do not define or limit the rights or liabilities of either ASARCO, the United States or any State government. The column is included in Attachment 1 solely because its inclusion may help you - and any other third party reviewing this document - understand the general work expectations as they exist between the United States and ASARCO.

Enclosed as Attachment 2 are a series of work descriptions for each of the sites that have been selected for inclusion in the Annual Budget. These site-specific submissions provide the

details related to the funding and the work to be performed.

One specific issue addressed in this Budget is the use of funds already in the Trust's account for payment of costs incurred in the first portion of this year. As you are aware, under the terms of the Consent Decree and attached promissory note the annual payment from ASARCO's parent corporation is not due until May 31st. As a result, a decision needed to be made about what sites, if any, could submit bills for costs incurred under the 2005 Budget prior to the full funding occurring on May 31. Attachment 2 reflects that the following sites may seek early funding: Beckemeyer (\$600,000); Tacoma Smelter (\$500,000); and Hayden; (\$245,000).

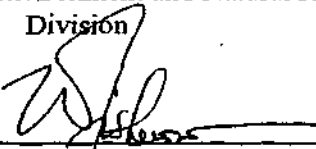
You should be aware that this budget does not allocate all monies that we expect will be available and pursuant to Paragraph 25 of the Consent Decree, the Parties may well seek to amend this budget as the year goes forward and all parties develop a better sense of what monies might reasonably be available for other projects.

Please advise the United States and ASARCO of your acceptance or rejection of the budget within the 20 day time period provided in paragraph 23 of the Consent Decree. The United States and ASARCO stand ready to provide you any additional information you need to carry out your responsibilities.

If there are any questions you may contact any of the following individuals for additional information: David Dain with the Department of Justice, Joe Tieger (202) 564-4276 or Shahid Mahmud (703) 603-8789 with the Environmental Protection Agency; or Tom Aldrich with ASARCO (602) 977-6556. Moreover, if you have any questions about any particular site, the materials within Attachment 2 give you site specific points of contact.

Sincerely,
Environment and Natural Resources
Division

By:



W. Benjamin Fisherow
Acting Section Chief
Environmental Enforcement Section
U.S. Department of Justice

cc Joe Tieger
Shahid Mahmud
Doug McAllister
Tom Aldrich

ATTACHMENT #1

(Spreadsheet)

SUMMARY OF 2005 ANNUAL BUDGET					
EPA Region or State	Site	U.S. 2005 Trust Budget	Expected Level of Corporate Funding Applied to Federal Liability Limitations	Performing Entity	Relevant Order or Decree
5	Beckemeyer	\$1,350	\$500	Asarco	Administrative order
5	Federated Metals (Whiting)	\$515	\$25	Asarco	Consent Decree
6	El Paso Metals	\$2,000	\$0	Undetermined	
7	Newton	\$250	\$0	Undetermined	Future Order or Decree
7	Omaha Residential	\$3,000	\$0	United States	
8	California Gulch OU 7 (Apache)	\$0	\$20		Consent Decree
8	California Gulch OU 5 (Smelters)	\$700	\$0	Asarco	Consent Decree
8	California Gulch OU 1 (Yak Tunnel)	\$300	\$80	Asarco	Administrative order
8	East Helena Soils	\$450	\$140	Asarco	Administrative order
8	East Helena Smelter	\$300	\$30	Asarco	Consent Decree
8	Mike Horse (Upper Blackfoot)	\$280	\$70	Asarco	Administrative order
8	Murray	\$0	\$100		
8	VB/170	\$800	\$235	Asarco	Consent Decree
9	Golinsky	\$125	\$0	United States	No Controlling Order
9	Hayden (Smelter)	\$920	\$0	United States	No Controlling Order
10	Bunker Hill	\$1,500	\$0	Asarco	Consent Decree
10	Bunker Hill Basin Restoration	\$290	\$0	United States	No Controlling Order
10	Gem	\$0	\$50		
10	Jack Waite	\$25	\$50	Undetermined	
10	Tacoma Ruston	\$1,470	\$900	Asarco	Consent Decree
10	Tacoma Smelter	\$3,700	\$500	Asarco	Consent Decree

10	Azurite	\$165	\$0	Undetermined	
NM	Magdalena	\$0	\$50		
TX	El Paso RFI	\$350	\$100	Asarco	Administrative order
TX	Encycle (Off-Site)	\$60	\$0	Asarco	Administrative order
TX	Amarillo	\$50	\$0	Asarco	Administrative order
MT	Black Pine	\$0	\$50		
WA	Tacoma B&L	\$0	\$100		
	Total	\$18,600	\$3,000		

ATTACHMENT #2
(Site Specific Statements of Work)

CONTENTS

Beckemeyer.....	2
Whiting.....	3
El Paso Metals Survey.....	4
Newton	5
Omaha Residential.....	6
California Gulch OU5 Smelters.....	8
California Gulch Yak Tunnel OU 1.....	9
East Helena Soils.....	10
East Helena Smelter.....	12
Mike Horse (Upper Blackfoot).....	14
VB/170.....	16
Golinsky.....	17
Hayden (Smelter).....	18
Bunker Hill Box	20
Coeur d'Alene Basin NRD.....	21
Jack Waite.....	23
Tacoma Ruston.....	24
Tacoma Smelter.....	26
Azurite	28
El Paso RFI.....	29
Encycle (Off-Site)	30
Amarillo.....	31

Site Name	VB I-70
Location	Denver, CO
Performing Entity	ASARCO
Contact Person/ Phone & email	Victor Ketellapper (303) 312-6578 ketellapper.victor@epa.gov Robert Litle (Asarco) (303) 296-5115
Decree or Order	AOC CERCLA-08-2001-13 Consent Decree: U.S. v. ASARCO, Inc, C.A. No. 04-RB-2070
2005 Budget	\$800,000

Description of Work Subject to Reimbursement

The work performed by the contractors retained by ASARCO that is subject to direct payment or reimbursement from the Trust includes soil remediation at 100 residential properties in Operable Unit 1 pursuant to the above referenced consent decree and completion of the Remedial Investigation/Feasibility Study (RI/FS) for Operable Unit 02, pursuant to the above referenced order.

Attachment B
Order Authorizing ASARCO LLC to Consent to Second
Amendment of the 2005 Annual Budget Pursuant to Consent
Decree with the United States of America

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

In re:	§	Case No. 05-21207
	§	
ASARCO LLC, <i>et al.</i> ,	§	Chapter 11
	§	
Debtors.	§	Jointly Administered
	§	

Agreed **ORDER AUTHORIZING ASARCO LLC TO CONSENT TO SECOND
AMENDMENT OF 2005 ANNUAL BUDGET PURSUANT TO CONSENT
DECREE WITH THE UNITED STATES OF AMERICA**

Upon consideration of the *Motion for Order Authorizing ASARCO LLC to Consent to Second Amendment of 2005 Annual Budget Pursuant to Consent Decree with the United States of America* (the "Motion"); and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion has been provided as set forth in the Motion, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of ASARCO LLC ("ASARCO") and its estate and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED that ASARCO is authorized, in its discretion, consent to the second amendment of the 2005 Annual Budget pursuant to the consent decree with the United States of America, as described in the Motion; provided, however, such consent shall not be deemed to be a waiver of the rights of ASARCO or its bankruptcy estate, if any, with respect to the further allocation of Trust resources for calendar year 2005 and thereafter; and provided further that, notwithstanding any representation of ASARCO in the Motion, nothing herein shall be deemed to bind the bankruptcy estate or ASARCO and its representatives, including the Official Committee of Unsecured Creditors of ASARCO, with respect to the facts and circumstances

surrounding ASARCO's agreement to enter into the Consent Decree and any rights and obligations of ASARCO and/or any party on ASARCO's behalf arising therefrom; it is further

ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: ~~NOV 02 2005~~



RICHARD S. SCHMIDT
UNITED STATES BANKRUPTCY JUDGE

Agreed to by:

/s/ Tony M. Davis by NP Holzer with permission

Tony M. Davis
Texas State Bar No. 05556320
BAKER BOTTS L.L.P.
910 Louisiana
Houston, Texas 77002
Telephone: (713) 229-1547
Facsimile: (713) 229-2847
Email: tony.davis@bakerbotts.com

**COUNSEL TO DEBTORS AND DEBTORS-
IN-POSSESSION**

/s/ Derek J. Baker by NP Holzer with permission

Derek J. Baker
REED SMITH LLP
2500 One Liberty Place
Philadelphia, PA 19103
Telephone: (215) 851-8148
Facsimile: (215) 851-1420
Email: dbaker@reedsmith.com

**COUNSEL TO THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS**

Attachment C
VB I-70 Properties Remediated by Asarco in 2005

2005 ASARCO PROPERTIES (70 TOTAL)

Team	Order	Property ID	Address 1	Item	Quantity	Unit
Asarco	1	840	3627 YORK STREET	Excavated Area (Estimate)	2327	SF
Asarco	2	2722	3527 YORK STREET	Excavated Area (Estimate)	2732	SF
Asarco	3	708	3319 YORK STREET	Excavated Area (Estimate)	2858	SF
Asarco	4	707	3317 YORK STREET	Excavated Area (Estimate)	2170	SF
Asarco	5	2647	3750 DELGANY STREET	Excavated Area (Estimate)	1777	SF
Asarco	6	6267	3416 DOWNING STREET	Excavated Area (Estimate)	1054	SF
Asarco	7	6593	3451 DOWNING STREET	Excavated Area (Estimate)	1300	SF
Asarco	8	3385	3778 GILPIN STREET	Excavated Area (Estimate)	5066	SF
Asarco	9	512	3714 MARION STREET	Excavated Area (Estimate)	877	SF
Asarco	10	844	3657 YORK STREET	Excavated Area (Estimate)	5606	SF
Asarco	11	843	3647 YORK STREET	Excavated Area (Estimate)	4667	SF
Asarco	12	847	3544 GAYLORD STREET	Excavated Area (Estimate)	2072	SF
Asarco	13	759	3450 GAYLORD STREET	Excavated Area (Estimate)	3095	SF
Asarco	14	763	3424 GAYLORD STREET	Excavated Area (Estimate)	2342	SF
Asarco	15	654	3345 GAYLORD STREET	Excavated Area (Estimate)	2405	SF
Asarco	16	585	3241 GAYLORD STREET	Excavated Area (Estimate)	2806	SF
Asarco	17	639	3215 VINE STREET	Excavated Area (Estimate)	3086	SF
Asarco	18	784	3401 RACE STREET	Excavated Area (Estimate)	4652	SF
Asarco	19	620	3201 RACE STREET	Excavated Area (Estimate)	5453	SF
Asarco	20	624	3248 HIGH STREET	Excavated Area (Estimate)	2011	SF
Asarco	21	222	1807 E 33RD AVENUE	Excavated Area (Estimate)	1815	SF
Asarco	22	764	3422 GAYLORD STREET	Excavated Area (Estimate)	1904	SF
Asarco	23	124	3233 GILPIN STREET	Excavated Area (Estimate)	3136	SF
Asarco	24	902	3751 VINE STREET	Excavated Area (Estimate)	2787	SF
Asarco	25	896	3718 RACE STREET	Excavated Area (Estimate)	2745	SF
Asarco	26	880	3640 RACE STREET	Excavated Area (Estimate)	3272	SF
Asarco	27	2677	3658 WILLIAMS STREET	Excavated Area (Estimate)	3470	SF
Asarco	28	379	3634 WILLIAMS STREET	Excavated Area (Estimate)	1292	SF
Asarco	29	415	3632 WILLIAMS STREET	Excavated Area (Estimate)	1440	SF
Asarco	30	912	3716 HIGH STREET	Excavated Area (Estimate)	1484	SF
Asarco	31	420	3605 HIGH STREET	Excavated Area (Estimate)	1026	SF
Asarco	32	812	3556 RACE STREET	Excavated Area (Estimate)	7522	SF
Asarco	33	2698	3727 HIGH STREET	Excavated Area (Estimate)	5354	SF
Asarco	34	2728	3610 HIGH STREET	Excavated Area (Estimate)	1388	SF
Asarco	35	2670	3548 GILPIN STREET	Excavated Area (Estimate)	2117	SF
Asarco	36	397	3516 GILPIN STREET	Excavated Area (Estimate)	2086	SF
Asarco	37	317	3545 FRANKLIN STREET	Excavated Area (Estimate)	2055	SF
Asarco	38	264	3434 HUMBOLDT STREET	Excavated Area (Estimate)	1968	SF
Asarco	39	300	3451 LAFAYETTE STREET	Excavated Area (Estimate)	1532	SF
Asarco	40	42	3419 MARION STREET	Excavated Area (Estimate)	1924	SF
Asarco	41	45	3435 MARION STREET	Excavated Area (Estimate)	1823	SF
Asarco	42	437	3642 HUMBOLDT STREET	Excavated Area (Estimate)	1693	SF
Asarco	43	506	3762 MARION STREET	Excavated Area (Estimate)	1168	SF
Asarco	44	5	3735 MARION STREET	Excavated Area (Estimate)	1389	SF
Asarco	45	71	3228 GILPIN STREET	Excavated Area (Estimate)	1236	SF

2005 ASARCO PROPERTIES (70 TOTAL)

Team	Order	Property ID	Address 1	Item	Quantity	Unit
Asarco	46	156	3316 LAFAYETTE STREET	Excavated Area (Estimate)	1568	SF
Asarco	47	3389	3770 FRANKLIN STREET	Excavated Area (Estimate)	1242	SF
Asarco	48	522	3734 FRANKLIN STREET	Excavated Area (Estimate)	2161	SF
Asarco	49	473	3619 LAFAYETTE STREET	Excavated Area (Estimate)	2040	SF
Asarco	50	344	3553 LAFAYETTE STREET	Excavated Area (Estimate)	1888	SF
Asarco	51	390	1828 E 36TH AVENUE	Excavated Area (Estimate)	796	SF
Asarco	52	2995	4312 YORK STREET	Excavated Area (Estimate)	1831	SF
Asarco	53	975	3240 YORK STREET	Excavated Area (Estimate)	2272	SF
Asarco	54	854	3517 YORK STREET	Excavated Area (Estimate)	2423	SF
Asarco	55	2054	4362 JOSEPHINE STREET	Excavated Area (Estimate)	3775	SF
Asarco	56	2057	4350 JOSEPHINE STREET	Excavated Area (Estimate)	2506	SF
Asarco	57	733	3431 VINE STREET	Excavated Area (Estimate)	2462	SF
Asarco	58	2724	3742 HIGH STREET	Excavated Area (Estimate)	1652	SF
Asarco	59	2283	3847 WILLIAMS STREET	Excavated Area (Estimate)	4079	SF
Asarco	60	184	3337/3339 WILLIAMS STREET	Excavated Area (Estimate)	4250	SF
Asarco	61	177	3322 GILPIN STREET	Excavated Area (Estimate)	1515	SF
Asarco	62	347	3539 WILLIAMS STREET	Excavated Area (Estimate)	1327	SF
Asarco	63	2303	3840 FRANKLIN STREET	Excavated Area (Estimate)	1878	SF
Asarco	64	3387	3778 FRANKLIN STREET	Excavated Area (Estimate)	2243	SF
Asarco	65	360	3546 HUMBOLDT STREET	Excavated Area (Estimate)	1729	SF
Asarco	66	441	3626 HUMBOLDT STREET	Excavated Area (Estimate)	1460	SF
Asarco	67	113	3323/25 LAFAYETTE STREET	Excavated Area (Estimate)	5752	SF
Asarco	68	153	3332 LAFAYETTE STREET	Excavated Area (Estimate)	1358	SF
Asarco	69	518	3721 LAFAYETTE STREET	Excavated Area (Estimate)	3420	SF
Asarco	70	6619	3440 LAWERENCE STREET	Excavated Area (Estimate)	2314	SF
TOTAL	70				173,923	SF

Attachment D
2006 DOJ & EPA Environmental Trust Report & Budget
Proposal VB I-70

ASARCO ENVIRONMENTAL TRUST

2006 ANNUAL BUDGET

Submitted February 17, 2006

To: Daniel Silver, Trustee



U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone (202) 514-3644
Facsimile (202) 514-4180

90-11-3-128/5

February 17, 2006

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Mr. Daniel Silver
Trustee
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(360) 754-9343

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One specific issue addressed in this Budget is the use of funds already in the Trust's account for payment of costs incurred in the first portion of this year. As you are aware, under the terms of the Consent Decree and attached promissory note the annual payment from ASARCO's parent corporation is not due until May 31st. As a result, a decision needed to be made about what sites, if any, could submit bills for costs incurred under the 2006 Budget prior to the full funding occurring on May 31. On page 1 of Attachment 2 this matter is addressed.

Please advise the United States and ASARCO of your acceptance or rejection of the budget within the 20 days. The United States and ASARCO stand ready to provide you any additional information you need to carry out your responsibilities.

If there are any questions you may contact any of the following individuals for additional information: David Dain with the Department of Justice or Joe Tieger (202) 564-4276 with the Environmental Protection Agency; or Tom Aldrich with ASARCO (602) 977-6556. Moreover, if you have any questions about any particular site, the materials within Attachment 2 give you site specific points of contact.

Sincerely,
Environment and Natural Resources
Division

By:



Bruce Gelber
Section Chief
Environmental Enforcement Section
U.S. Department of Justice

cc Joe Tieger
Shahid Mahmud
Tony Davis
Tom Aldrich

ATTACHMENT #1
(Summary of 2006 Annual Budget)

SUMMARY OF 2006 ANNUAL BUDGET			
EPA Region or State	Site	2006 Site Budget	Performing Entity
5	Circle Smelting	\$2,467	Asarco
6	El Paso Metals Survey	\$2,000	Asarco
7	Omaha Residential	\$3,000	United States
7	Newton County	\$250	Blue Tee Corp.
8	California Gulch OU 7 (Apache)	\$85	Asarco
8	California Gulch OU 5 (Smelters)	\$500	Asarco
8	California Gulch OU 1 (Yak Tunnel)	\$360	Resurrection
8	East Helena Soils	\$665	Asarco
8	East Helena Smelter	\$500	Asarco
8	Mike Horse (Upper Blackfoot)	\$250	Asarco
8	VB/170	\$300	United States
9	Golinsky	\$185	United States
9	Hayden (Smelter)	\$863	United States
10	Bunker Hill Box	\$842	Upstream Mining Group or Hecla
10	Bunker Hill Basin - EPA (RD/RA Flood plain)	\$525	United States
10	Bunker Hill NRDA	\$925	United States
10	Jack Waite	\$750	United States
10	Tacoma Ruston	\$2,475	Asarco or United States
10	Azurite	\$100	Asarco
TX	El Paso RFI	\$500	Asarco
CA	Selby	\$200	Joint Venture
	Total	\$17,742	

ATTACHMENT #2
(Site Specific Statements of Work)

TABLE OF CONTENTS

SUMMARY OF EARLY FUNDING REQUESTS.....	1
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SITE SPECIFIC STATEMENTS OF WORK

Circle Smelting	2
El Paso Metals Survey.....	4
Omaha Residential.....	5
Newton.....	7
California Gulch OU7 Smelters.....	8
California Gulch OU5 Smelters.....	10
California Gulch Yak Tunnel OU 1.....	12
East Helena Soils.....	13
East Helena Smelter.....	15
Mike Horse (Upper Blackfoot).....	16
VB/170.....	18
Golinsky.....	19
Hayden (Smelter).....	20
Bunker Hill Box	21
Coeur d'Alene Basin EPA.....	22
Coeur d'Alene Basin NRD.....	23
Jack Waite.....	25
Tacoma Ruston.....	26
Azurite.....	28
El Paso RFI.....	29
Selby.....	31

Site Name	VB I-70
Location	Denver, CO
Performing Entity	United States
Contact Person/ Phone & email	Victor Ketellapper (303) 312-6578 ketellapper.victor@epa.gov Robert Litle (Asarco) (303) 296-5115 blittle@asarco.com
Decree or Order	
2006 Budget	\$300,000

Description of Work Subject to Reimbursement

The work subject to reimbursement is the work necessary for the completion of soil removal and replacement at residential properties with elevated soil concentrations of lead or arsenic.

EPA as the Performing Entity it shall have the right, as provided in paragraph 30 of the 2003 consent decree, to request that funds budgeted for the site be transferred to an EPA special account. EPA may utilize the transferred funds to pay for the performance of the Environmental response work specified in this budget. The parties recognize that money paid by the Trust to a Superfund special account for this site may earn interest while in that special account. Any such interest shall serve to supplement the budget for this site for this year and the United States shall have the right to use such funds to pay for the costs of work or oversight covered by this budget. The United States shall be obligated to account for such funds pursuant to Paragraph 30 of the Consent Decree.

Attachment E
Certification of Filing of Environmental Covenant

ADAMS COUNTY
STATE OF COLORADO

CERTIFICATION

I, CAROL SNYDER, CLERK AND RECORDER OF THE COUNTY OF ADAMS,
STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ATTACHED IS A FULL, TRUE,
AND COMPLETE COPY OF COVENANT

RECORDED IN MY OFFICE, AS INSTRUMENT NUMBER,

RECEPTION NO: 20041116001157050

BOOK: PAGE:

CONSISTS OF 7 PAGE(S)

I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE COUNTY OF ADAMS,
STATE OF COLORADO, THIS 16TH DAY OF

November 2004 AD. AT 11:47 AM



CAROL SNYDER
CLERK AND RECORDER

Debbie Leroy

DEPUTY

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

ASARCO Incorporated ("Asarco") grants an Environmental Covenant ("Covenant") this 4th day of October, 2004 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Asarco is the owner of certain property commonly referred to as The Globe Plant, located at 495 E. 51st Ave., Denver, Colorado 80216, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and **WHEREAS**, pursuant to the Consent Decree lodged in the United States District Court for the District of Colorado on October 6, 2004 pursuant to United States of America and State of Colorado v. Asarco, Inc. Civil Action No. 04-RB-2070, the Property is the subject of enforcement and remedial action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.* ("CERCLA"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting uses that are not compatible with soil remediation levels at the Globe Plant; and

WHEREAS, Asarco desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Asarco, its heirs, successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department.

NOW, THEREFORE, Asarco hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraph 1 below, which shall run with the Property in perpetuity and be binding on Asarco and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land. As used in this Environmental Covenant, the term "Owner" means the record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain, and any heirs, successors and assigns thereof.

CERTIFICATION
The Clerk and Recorder for the City and County of Denver State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.



Clerk and Recorder
by *[Signature]*
Deputy County Clerk
Date 11-8-04

X Land Title
14001 E Bluff #500
Aurora, Co 80014

1. Environmental Protection Covenant - Use Restrictions:

- a. The use of the property for residential purposes or to raise crops or livestock is prohibited; .
- b. The use of the property for child or animal day care facilities, including child or animal day camps and educational facilities, is prohibited;
- c. Except for remediation purposes, any use or extraction of any groundwater, including the unconfined, alluvial aquifer, is prohibited;
- d. Any excavation into the cover of the Former Neutralization Pond or construction of structures on the Former Neutralization Pond is prohibited;
- e. Any excavation, grading, construction, drilling, digging, or any other activity that may damage the integrity of the soil cap at the Plant Site Operable Unit ("Cap") is prohibited without the submission and approval by the Department of a plan for the management and disposition of disturbed and contaminated materials. Any damage to the integrity of the Cap will be followed by repair of the Cap so that the repaired Cap consists of at least 12 inches of borrow soils meeting specifications approved by the Department and a vegetative cover or two inches of asphalt or other durable cover;
- f. Except as permitted in paragraph e, any activity that will impair the effectiveness of the remedy is prohibited, including any activity that will interfere with groundwater extraction and remediation.

2. Purpose of this covenant: The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any hazardous substance, hazardous waste, hazardous constituents, and/or solid waste that remains on the Property.

3. Modifications: This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. Owner or its successors and assigns may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

- a) a proposal to perform additional remedial work;
- b) new information regarding the risks posed by the residual contamination;
- c) information demonstrating that residual contamination has diminished;
- d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and other appropriate supporting information.

4. **Conveyances:** Owner shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property. Owner agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property. No owner of the Property shall have any responsibility or liability under this Covenant for obligations required, arising, or occurring from the actions of others after that owner's conveyance or transfer of all of its interests in the Property. Nothing in this paragraph shall alter or impair Asarco's liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Colorado Hazardous Waste Act, §25-15-101, et. seq., or any judicial or administrative order issued pursuant to any of the foregoing.

5. **Notification for proposed construction and land use:** Owner shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6. **Inspections:** The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

7. **No Liability:** The Department does not acquire any Liability under State law by virtue of accepting this Covenant.

8. **Enforcement:** The Department may enforce the terms of this Covenant pursuant to §25-15-322, C.R.S. Asarco and any Owner may file suit in district court to enjoin actual or threatened violations of this Covenant.

9. **Owner's Compliance Certification:** Owner shall submit an annual Report to the Department, on the anniversary of the date this Covenant was signed by Asarco, detailing Owner's compliance, and any lack of compliance, with the terms of this Covenant during the period of its ownership.

10. Notices: Any document or communication required under this Covenant shall be sent or directed to:

Hazardous Waste Corrective Action Unit Leader
Hazardous Materials and Waste Management Leader
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Asarco has caused this instrument to be executed this 4th day of
October, 2004.

By: T. Aldrich

Title: Vice President - Environmental Affairs

By: Gary A. Miller

Title: Vice President - Commercial

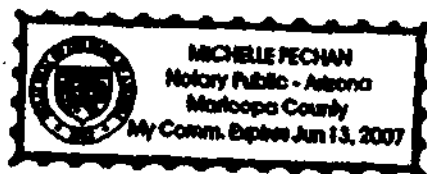
STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4th day of October,
2004 by Thomas L. Aldrich on behalf of Asarco,
and Gary A. Miller

Michelle Pechar
Notary Public

14582 W. Hillside St.
Address
Goodyear, AZ 85338

My commission expires: 06-13-2007



Accepted by the Colorado Department of Public Health and Environment this 4th day
of October, 2004.

By: *Cynthia W. Brughman*
Title: Director, HHSWHD

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4 day of OCTOBER,
2004 by GARY SAXHAM on behalf of the Colorado Department of Public Health
and Environment.

Chudette M. Lewis
Notary Public

4300 CHERRY CREEK DR SO
Address •
DENVER, CO 80246

My commission expires: October 31, 2007

ATTACHMENT A

LEGAL DESCRIPTION AS SURVEYED:

A PARCEL OF LAND LOCATED IN THE EAST ONE HALF OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTIES OF ADAMS AND DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR N 00°16'06" E;
THENCE S 89°56'46" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;
THENCE S 00°19'30" W PARALLEL WITH AND 60 FEET FROM THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 485.87 FEET;
THENCE N 89°57'05" W PARALLEL WITH AND 200 FEET FROM THE SOUTH LINE OF THE NORTH ONE HALF OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 125.00 FEET;
THENCE S 00°19'30" W PARALLEL WITH AND 185 FEET FROM THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 170.00 FEET;
THENCE N 89°57'05" W PARALLEL WITH AND 30 FEET FROM THE SOUTH LINE OF THE NORTH ONE HALF OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 950.09 FEET
TO THE EASTERLY LINE OF THE FORMER COLORADO & SOUTHERN RAILROAD RIGHT-OF-WAY;
THENCE N 04°26'02" E ALONG SAID WTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 633.89 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 15;
THENCE S 89°56'46" W ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1792 FEET TO THE SOUTHEAST CORNER OF TRACT "C", AS SHOWN UPON THE PUT OF
COLORADO & SOUTHERN GLOBEVILLE INDUSTRIAL SUBDIVISION, RECORDED IN FILE 14, MAP 409, ADAMS COUNTY RECORDS;
THENCE ALONG THE WTERLY BOUNDARY OF SAID COLORADO & SOUTHERN GLOBEVILLE INDUSTRIAL SUBDIVISION THE FOLLOWING NINE (9) COURSES:
1. N 04°40'30" E, A DISTANCE OF 175.67 FEET;
2. N 89°19'30" W, A DISTANCE OF 13.00 FEET;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°12'31" AND A RADIUS OF 1413.97 FEET, AN ARC DISTANCE OF 400.00 FEET,
(CHORD BEARS N 03°25'42" W, A DISTANCE OF 398.67 FEET);
4. S 85°45'30" E, A DISTANCE OF 23.80 FEET;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°14'40" AND A RADIUS OF 1436.97 FEET, AN ARC DISTANCE OF 532.80 FEET,
(CHORD BEARS N 21°53'50" W, A DISTANCE OF 529.76 FEET) TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER;
6. N 00°16'13" E, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 30.96 FEET;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°58'05" AND A RADIUS OF 1459.21 FEET, AN ARC DISTANCE OF 381.21 FEET,
(CHORD BEARS N 41°02'30" W, A DISTANCE OF 380.13 FEET);
8. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19°37'48" AND A RADIUS OF 1856.68 FEET, AN ARC DISTANCE OF 461.59 FEET,
(CHORD BEARS N 50°20'36" W, A DISTANCE OF 564.82 FEET);
9. N 68°09'10" W, A DISTANCE OF 422.07 FEET TO THE SOUTHEAST CORNER OF PARCEL NO. 303, AS DESCRIBED IN DEED RECORDED IN BOOK 4798 AT PAGE 303, ADAMS COUNTY RECORDS;
THENCE N 16°07'40" E, A DISTANCE OF 111.11 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 303;
THENCE N 89°23'59" E PARALLEL WITH AND 30 FEET FROM THE NORTH LINE OF THE SOUTH ONE HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1095.49 FEET
TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;
THENCE N 89°23'51" E PARALLEL WITH AND 30 FEET FROM THE NORTH LINE OF THE SOUTH ONE HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1257.92 FEET;
THENCE S 00°16'06" W PARALLEL WITH AND 60 FEET FROM THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1966.28 FEET, MORE OR LESS
TO THE POINT OF BEGINNING. CONTAINS 3,377,703 SQUARE FEET, OR 77.5414 ACRES, MORE OR LESS.